



Cornell University
ILR School

NYS PERB Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see
<http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853
607-254-5370 ilrref@cornell.edu

Contract Database Metadata Elements

Title: **Middle Country Central School District and Paraprofessional Unit, Middle Country Secretarial Association (2001)**

Employer Name: **Middle Country Central School District**

Union: **Paraprofessional Unit, Middle Country Secretarial Association**

Local:

Effective Date: **07/01/01**

Expiration Date: **06/30/05**

PERB ID Number: **8388**

Unit Size: **226**

Number of Pages: **12**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School - <http://www.ilr.cornell.edu/>

SD / AID

8388_06302005

Middle Country Csd And Middle
Country Sec-Paraprof'L Unit

AGREEMENT

between

MIDDLE COUNTRY CENTRAL SCHOOL DISTRICT

Centereach, New York

and

MIDDLE COUNTRY SECRETARIAL ASSOCIATION -

PARAPROFESSIONALS UNIT

July 1, 2001 to June 30, 2005

RECEIVED

DEC 08 2003

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

226

TABLE OF CONTENTS

	<u>Page</u>
1.0 THE AGREEMENT	1
1.1 Term of Agreement	1
1.2 Past Better Conditions	1
1.3 Required Notice	1
1.4 Changes in Personnel Policy	1
1.5	2
2.0 ASSOCIATION STATUS AND RIGHTS	2
2.1 Recognition and Leave	2
2.2 Dues Deduction	3
2.3 Agency Fee	3
2.4 Grievance Procedure	4
2.5 Arbitration	5
2.6 No Strikes	6
2.7 Representative Status	6
2.8 Involuntary Transfers	6
3.0 RETIREMENT PROGRAM	6
4.0 COMPENSATION	7
4.1 Salary	7
4.2	7
4.3 Longevity	7
4.4 Application for Funds	7
5.0 SENIORITY LAYOFF	8
6.0 HOURS	8
7.0 OUTSIDE DUTIES	8
8.0 CREDIT UNION DEDUCTIONS	8
9.0 SICK LEAVE	8
10.0 BEREAVEMENT	9
11.0 HOLIDAYS	9
12.0 INCLEMENT WEATHER	9
13.0 UNPAID LEAVE OF ABSENCE	9
14.0 PAYMENT OPTION	10
15.0 HEALTH INSURANCE	10

1.5 The Association and the employees recognize the right of the District to legislate and regulate work rules for all employees of the District as provided by law. The Association and employees further recognize the right of the District to manage its affairs and to direct the work force, and to be able to make all decisions as to the operation of the school system and its work force, including, but not limited to, the increase and/or decrease of the work force, discipline, and all other rights normally inherent in management, except as is otherwise limited by the terms of this agreement.

2.0 ASSOCIATION STATUS AND RIGHTS

2.1 Recognition and Leave

(a) The District recognizes the Association as the exclusive representative for the purposes of collective negotiations and pursuant to Article 14 of the Civil Service Law of all teacher aides and attendance aides (hereinafter referred to as "Paraprofessionals") including part-time employees, but excluding substitute and temporary employees. The period of unchallenged exclusive recognition shall continue through the maximum period allowable by law.

(b) Assignment of work to clerical/data processing and paraprofessional employees shall be done in accordance with past practice of the parties.

(c) Union Business - Up to a maximum of forty-eight (48) hours per year shall be available for Association business. Prior approval must be secured from the Superintendent or his/her designee and the individuals' immediate Supervisor. Approval shall not be unreasonably withheld.

2.2 Dues Deduction

At the member's request, the District shall deduct from pay dues as designated by the Association for membership in the Association on the basis of individually signed, voluntary deduction authorization cards, in form agreed to by the District and the Association.

2.3 Agency Fee

The District does hereby agree to an agency fee. Each employee who is not a member of the Association will pay to the collective bargaining agent each month a service charge toward the administration of this agreement and the representation of such employee, provided, however, that each employee have available to him/her membership in the MCSA on the same terms and conditions as are available to every other member of the Association.

The service charge shall be certified to the District by the MCSA.

The District shall deduct such fee in the same manner the membership dues are deducted.

The amount collected for the agency fee shall be used to represent the individual as a member of the bargaining unit and shall not be used towards expenditures by the organization for activities or causes of political or ideological nature, except as incidentally related to terms and conditions of employment.

The MCSA shall establish appeal procedures for individuals challenging the agency fee in accordance with state and federal law.

The MCSA shall indemnify and save the District harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of

action taken or not taken by the District for the purpose of complying with any of the provisions of this article.

The MCSA shall supply the District with a list of names of nonmembers at least fifteen (15) days prior to the deduction of any agency fee.

2.4 Grievance Procedure

(a) Any grievance or dispute which may arise between the parties with respect to the applicable meaning or interpretation of this agreement shall be settled in the following manner:

STEP 1 – The Association shall initiate the grievance with the immediate supervisor of the employee or employees involved within fifteen (15) working days of when the Association knew or should have known of its occurrence. The Supervisor shall then attempt to adjust the matter, and shall respond to the Association within five (5) working days. The Association shall receive a written response to a grievance at Step 1, if the grievance is submitted in writing on the appropriate form.

STEP 2 - If the grievance has not been settled, it shall be presented, in writing, by the Association to the Superintendent's designee within seven (7) working days after the Supervisor's response is due. The Superintendent's designee shall respond to the Association, in writing, within five (5) working days.

STEP 3 - If the grievance determination by the Superintendent or his/her designee is found to be unsatisfactory, the Association may petition the Board of Education to review the decision of the Superintendent or his/her designee in Executive Session within two (2) calendar weeks. The Board of Education shall respond, in writing, to the Association within five (5) working days after the review of the grievance.

STEP 4 - (a) If the grievance is still unsettled, the Association may, within fifteen (15) working days after the reply of the Board of Education is due, by written notice to the Board, indicate its intention to arbitrate.

(b) Failure to respond within the indicated time limits shall allow an appeal as if a denial had been made the last day possible.

(c) Nothing in this grievance procedure shall prevent any employee from initiating and processing a grievance, but only the Association can request arbitration. In the event an employee initiates a grievance, the Association shall be given the opportunity to participate in all proceedings.

(d) When an employee has a grievance pending, filed by the Association, no representative of the District shall discuss the grievance or related conditions of employment with that employee, unless a representative of the Association shall be present.

(e) All grievance and arbitration proceedings shall be held during regular working hours. The cost of the arbitrator shall be shared by the parties.

(f) Whenever the Association initiates a grievance on its own behalf, the grievance procedure shall commence at Step 2 above.

2.5 Arbitration

(a) Selection of the arbitrator shall be made pursuant to the Voluntary Rules of the American Arbitration Association. The arbitrator shall have no authority to add to, modify or delete from the provisions of this agreement, but shall only be empowered to interpret the provisions herein.

(b) The decision of the arbitrator shall be final and binding upon all parties, and shall be complied with promptly.

2.6 No Strikes

The Association affirms that it does not assert the right to strike against the District or any government, nor will it assist or participate in any such strike, nor impose an obligation to conduct a strike, or participate in such a strike.

2.7 Representative Status

The Association affirms it will represent all employees in the unit described in Section 2.1 above without regard to whether or not they are members of the Association.

2.8 Involuntary Transfers

It is hereby agreed that, except in emergency situation, the Association shall be given ten (10) days prior notice of involuntary transfers of employees. Every reasonable effort will be made to permit full discussion of the employee's view with respect to the pending transfer.

3.0 RETIREMENT PROGRAM

Effective July 1, 1989, all employees, including aides, shall be included under Section 75(i) of the New York State Employees Retirement Law, the cost of which shall be fully paid by the District, except for those employees required by law to contribute to the Retirement System.

4.0 COMPENSATION

4.1 Salary

The pay of paraprofessionals shall be according to the following schedule:

<u>Step</u>	<u>2001-02</u>	<u>2002-03</u>	<u>2003-04</u>	<u>2004-05</u>
1	13.02	13.02	13.02	13.02
2	13.77	13.77	13.77	13.77
3	14.10	14.10	14.10	14.10
4	14.60	14.60	14.60	14.60
5		15.10	15.10	15.10
6			15.60	15.60
7				16.10

4.2 Step movement on the salary schedule shall occur on July 1 only. To be eligible for said movement, the employee must have been employed by the District prior to February 1 of that year.

4.3 Longevity

Paraprofessionals shall receive the following cumulative longevity payments:

After ten (10) years of service
with the District \$100.00
After fifteen (15) years of service
with the District \$100.00
After twenty (20) years of service
with the District \$100.00

The longevity payment shall be made in a lump sum in the first pay period in January or July, whichever follows their 11th anniversary date, and in the same month each year thereafter.

4.4 Application for Funds

The District shall provide the Association with a copy of the application(s) filed with respect to obtaining funds referred to in Section 4.1 above at the time such application(s) are filed.

5.0 SENIORITY LAYOFF

Paraprofessionals shall, if and when necessary, be laid off in order of least seniority: the last person hired being the first person to be laid off, and the last person laid off being the first to be recalled, provided the more senior employee is qualified to perform the work available.

6.0 HOURS

Except as set forth below, the District shall utilize all paraprofessionals on a six (6) hour per day basis. Paraprofessionals assigned to students classified as handicapped and requiring paraprofessional services in accordance with an Individualized Education Program, and paraprofessionals assigned to special education classes may be assigned six hours and forty minutes per day in the middle schools and six hours and forty-five minutes per day in the high schools.

7.0 OUTSIDE DUTIES

Except in emergencies, the outdoor duties of Paraprofessionals shall be performed on a rotational basis.

8.0 CREDIT UNION DEDUCTIONS

Paraprofessionals shall be entitled to payroll deductions for the Credit Union.

9.0 SICK LEAVE

Paraprofessionals shall have eight (8) paid sick days per school year.

Paraprofessionals may accumulate up to twenty (20) sick days.

10.0 BEREAVEMENT

Paraprofessionals shall be entitled to two (2) days off with pay for death in the family. "Family" shall include: father, mother, brother, sister, half-brother, half-sister, children, husband, wife, grandmother, grandfather, grandchild, mother-in-law, and father-in-law. Such employees shall be entitled to three (3) days off with pay after three (3) years of service in the District.

11.0 HOLIDAYS

Employees shall receive their regular pay for the Christmas Day, Memorial Day, Thanksgiving Day, Martin Luther King Day and New Year's Day.

12.0 INCLEMENT WEATHER

When school is closed all day due to inclement weather, all paraprofessionals shall be paid their regular rate of pay for up to two (2) such days per school year.

13.0 UNPAID LEAVE OF ABSENCE

Paraprofessionals with a minimum of five (5) years of full-time service with the District may be granted an unpaid leave of absence at the discretion of the Board of Education, which shall not deny such request arbitrarily or capriciously. Such unpaid leave, if granted, shall commence at the end of a semester or school year and terminate in September, with a maximum of one (1) full school year of leave. Requests for such leaves must be submitted at least sixty (60) days in advance of the commencement of such leave and the request must include the commencement date and termination date of such requested leave. Employees granted such leaves must advise the District if they plan to return from such leave at least forty-five (45) days prior to the end of a semester leave or by March 15 for a full school year leave.

14.0 PAYMENT OPTION

Paraprofessionals may choose at their individual option to be paid twenty-one (21) or twenty-six (26) pay periods. Such election must be submitted in writing to the payroll office no later than June 30th of the current year to be effective for the following year, and once such selection is made it is irrevocable for the entire year.

15.0 HEALTH INSURANCE

The District agrees to contribute 50% of the premium for individual coverage for eligible employees, plus 35% of the difference between the premiums for individual and family coverage for employees eligible for family coverage, for Empire United Health Care, Empire Choice, Aetna, US Healthcare or Health Insurance Plan of Greater New York.

Employees electing health insurance coverage must notify the District in writing on or before May 15 of each year for the following school year. Coverage for employees shall not commence until they submit their application, and such application is processed, accepted and approved in accordance with the rules of the insurance carrier.

SIGNATURE OF THE PARTIES TO
THE AGREEMENT

MIDDLE COUNTRY
CENTRAL SCHOOL DISTRICT

MIDDLE COUNTRY
SECRETARIAL ASSOCIATION-
PARAPROFESSIONAL UNIT

By: Connie Luthridge
Date: 1/18/02

By: Arene Randall
Date: 1/18/02